

# EXHIBIT A



Chateau Marmont  
hollywood

## **Dispute Resolution Procedure & Mutual Binding Arbitration Agreement**

### **Agreement to use Dispute Resolution Procedure**

I hereby agree that any claims, disputes or controversies arising between me and Chateau Holdings, Ltd. [the "Company"], which could give rise to a legal claim relating to my employment with the Company or the termination thereof, including the interpretation or application of this Dispute Resolution Procedure and Mutual Binding Arbitration Agreement ["Agreement"], shall be addressed in the following manner:

First, through good faith negotiation between me and the Company. Second, at the Company's option, through mediation administered by a mediator approved by me and the Company and paid for by the Company. And third, if still not resolved, by binding arbitration under the Federal Arbitration Act administered by JAMS pursuant to its Employment Arbitration Rules then in effect, and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness. Both the Company and I shall be entitled to adequate discovery prior to the arbitration as determined by the arbitrator, who shall be selected in accordance with JAMS' rules. Both the Company and I shall have the right to be represented by counsel of their choice, and that I will be responsible for retaining my own attorney. I understand that copies of the JAMS rules and policy are available to me at <http://www.jamsadr.com> and that a hard copy is attached to this Agreement as well. If for any reason JAMS is not available, the arbitration shall be administered by ARC (Alternative Resolution Centers) pursuant to the rules of AAA (American Arbitration Association) then in effect for employment disputes.

### **This Agreement Applies to Both Me and the Company**

I understand and agree that the procedures outlined in this Agreement will be the exclusive means of redress for any disputes relating to or arising from my employment with the Company, whether such disputes are initiated by me or the Company, including disputes over rights provided by federal, state, or local statutes, regulations, ordinances, and common law. This Agreement applies, without limitation, to claims regarding the employment relationship, trade secrets, unfair competition, compensation, breach of any express or implied contract, fraud, defamation, detrimental reliance, termination, harassment, discrimination, or retaliation (including harassment, discrimination, and retaliation claims based on gender, race, national origin, religion, marital status, age, medical condition, disability, sexual orientation, or any other characteristic protected by law), and claims arising under the Defense of Trade Secrets Act, the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, the Fair Employment and Housing Act, the California Labor Code and other applicable federal laws and regulations and state laws and regulations, if any, addressing the same or similar subject matters, and all other state statutory and common law claims.

I understand and agree that the arbitration will take place in Los Angeles County, unless another location is mutually agreed upon by me and the Company. I acknowledge that arbitration does not involve a jury, and that I will not be entitled to a trial in court with a jury. I agree that the

arbitrator's award will be final and binding on both parties. I understand that each party must pay its own attorneys' fees in connection with the arbitration, and that the arbitrator may not award attorneys' fees unless the claims involve a contract or statute that allows for attorneys' fees to the prevailing party.

Each party will have the right to request that the arbitrator issue a written decision that memorializes the essential findings of fact and law and the conclusions upon which the arbitrator's decision and the award, if any, are based. The Company will pay the fees for the arbitrator and the use of the arbitration forum, except that I will contribute towards the fees in an amount consistent with the amount I would have spent to pursue the matter in court.

I understand that any dispute arising out of this Agreement will be determined by the arbitrator. I further understand that the Federal Arbitration Act shall apply when interpreting this Agreement.

If any parts of this Agreement are found to be invalid, illegal or unenforceable, the validity, legality and/or enforceability of the remaining provisions will not be affected or impaired by that determination. If any terms or sections of this Agreement are determined to be unenforceable, they shall be modified so that the unenforceable term or section is enforceable to the greatest extent possible.

#### **Class Action Waiver**

The Company and I expressly intend and agree as follows: (1) that class action, collective action, and representative action procedures shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (2) that neither the Company nor I will assert, participate in, or join class action, collective action, or representative action claims against the other in arbitration or otherwise; and (3) that the Company and I shall only submit our own, individual claims in arbitration and will not seek to represent the interests of any other person, except to the extent a representative action under the California Private Attorney General Act is, as a matter of law, not deemed subject to a such waiver.

#### **Limitations on Application of this Agreement**

I understand that notwithstanding the above: (a) nothing in this Arbitration Agreement shall be construed as limiting my right to file a claim with or seek the assistance of the Equal Employment Opportunity Commission, the National Labor Relations Board, Department of Labor, or any similar state or federal administrative agency, however, any claim that cannot be resolved administratively or is not submitted to the applicable agency for resolution shall be subject to this Arbitration Agreement; (b) the following disputes and claims are not covered by this Arbitration Agreement and shall therefore be resolved by both me and the Company in any appropriate forum, including courts of law, as required by the laws then in effect: (i) claims for workers' compensation benefits; (ii) claims for unemployment insurance benefits; and (iii) claims for state or federal disability insurance benefits; and (c) neither I nor the Company waives the right to seek through judicial process, preliminary injunctive relief to preserve the status quo or prevent irreparable injury before the matter can be heard in arbitration.

#### **Initiating the Dispute Resolution Process**

In accordance with this Agreement, and to facilitate good faith negotiations to resolve it promptly, I agree to give written notice to Hotel's Human Resources Manager, stating the nature of my claim in sufficient detail to advise the Company of the nature of the dispute, including the timeframe of the issues involved, the names of anyone at the company with knowledge of the dispute, and my requested relief. The Company agrees to do the same if it initiates any claim against me. I understand that this information will be used to investigate the claim, so that the Company and I can engage in good faith negotiations to resolve it promptly in accordance with the three steps outlined above.

**Opt Out of Binding Arbitration Agreement**

I acknowledge that I have the opportunity to opt-out of the arbitration portion of this Agreement. To do so, I must provide notice in writing to the Human Resources Manager (either by email or otherwise delivered to Company at 8221 Sunset Boulevard, Hollywood, CA 90046) specifically indicating that I have concerns with the arbitration portion of this Agreement, and do not wish to be bound by it. I understand that such notice must be provided within thirty days (30 days) of my receipt of this Agreement in order to opt-out. I further understand that if such notice is not received then I will be bound by the terms of this Agreement whether I sign it or not. I understand that the Hotel's Managing Director (or another designated representative) may contact me to discuss my concerns. And finally, I understand that I will not be penalized for opting out of this Agreement.


The signature of the parties below indicates their agreement to be bound by this Agreement.

Adrian Jules

5-3-17

Employee Name

Date

  
Signature

Signature of the Company Representative

Date